

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

**CENNOX REACTIVE FIELD SERVICES, LLC
F/K/A TECNIFLEX LLC
d/b/a BANCOURCE**

Plaintiff,

v.

**CASH CLOUD, INC.
d/b/a Coin Cloud**

Serve: Registered Agent, Inc.
401 Ryland Street
STE 200-A,
Reno, NV, 89502

Defendant.

Case No. _____

VERIFIED COMPLAINT FOR DAMAGES

Plaintiff Cennox Reactive Field Services, LLC, f/k/a Tecniflex, LLC d/b/a Bancsource (“Plaintiff Bancsource”) by and through its undersigned counsel, submits to the Court this Verified Complaint for Damages against Defendant Cash Cloud, Inc. d/b/a Coin Cloud (“Defendant Cash Cloud”).

Parties

1. Plaintiff Bancsource is a Tennessee limited liability company, with one of its places of business located in Springfield, Missouri.
2. Plaintiff Bancsource conducts business in Missouri.
3. Plaintiff Bancsource generally provides automated teller machines (ATM’s) and related maintenance and services to same (collectively, “Goods and Services”) to banks, credit unions and other businesses.

4. Defendant Cash Cloud is a Nevada corporation with a principal place of business located at 9580 West Sahara Avenue, Suite 200, Las Vegas, Nevada 89117. Defendant Cash Cloud may be served through Registered Agent, Inc. located at 401 Ryland Street, STE 200-A, Reno, Nevada, 89502.

5. Defendant Cash Cloud conducts business in Missouri and has several ATM machines throughout Missouri.

Jurisdiction and Venue

6. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §1332(a)(1).

7. This Court has personal jurisdiction over Defendant Cash Cloud because Defendant Cash Cloud conducts business in Missouri and Defendant Cash Cloud agreed to jurisdiction in the State and Federal Courts sitting in Greene County, Missouri under Section 17 of the Agreement set forth below.

8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(1) and (2).

COUNT I

BREACH OF CONTRACT

9. Each and every allegation set forth in the above-numbered paragraphs is hereby incorporated by reference just as if it were explicitly set forth herein.

10. On or about March 1, 2020, Plaintiff Bancsource and Defendant Cash Cloud entered into a contract for Goods and Services for a three-year term (hereinafter the “Agreement”). A copy of the Agreement between the parties including all attachments and exhibits is set forth in **Exhibit 1** and incorporated herein by reference.

11. Pursuant to the terms of the Agreement, Plaintiff Bancsource agreed to provide Goods and Services. In return, Defendant Cash Cloud agreed to make payment according to the Pricing Schedule set forth in Exhibit A to the Agreement.

12. Section 6 of the Agreement provides that interest accrues on unpaid invoices at a rate of 1.5% per month or the maximum rate allowed by law.

13. Following the parties' entering into their Agreement, Plaintiff Bancsource provided Goods and Services to Defendant Cash Cloud and sent Defendant Cash Cloud regular invoices (the "Invoices"). A detailed summary of the Invoices submitted and remaining unpaid is set forth in **Exhibit 2** and incorporated herein by reference.

14. On or around February 2022, Defendant Cash Cloud began to miss payments on Invoices involving a variety of Goods and Services, including ATM repairs and maintenance provided by Plaintiff Bancsource.

15. As set forth in Exhibit 2, the outstanding Invoices total Seven Hundred Sixty-Six Thousand Four Hundred Thirty-Four Dollars and 99/100 (\$766,434.99).

16. Plaintiff Bancsource has made demand upon Defendant Cash Cloud for the unpaid Invoices, and Defendant Cash Cloud has failed and refused to pay.

17. Section 17(e) of the Agreement provides for Plaintiff Bancsource to recover its attorney fees and costs, stating specifically, "In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorneys' fees."

WHEREFORE, Plaintiff Bancsource prays for judgment on Count I against Defendant Cash Cloud in the sum of Seven Hundred Sixty-Six Thousand Four Hundred Thirty-Four Dollars and 99/100 (\$766,434.99), for pre-judgment and post-judgment interest at the maximum rate

allowably under the law, for its attorney's fees and costs incurred herein and for such other and further relief as the Court deems just and proper.

COUNT II

UNJUST ENRICHMENT

18. Each and every allegation set forth in the above-numbered paragraphs is hereby incorporated by reference just as if it were explicitly set forth herein.

19. To the extent that Defendant Cash Cloud denies the existence of an agreement between the parties, there was a benefit conferred upon Defendant Cash Cloud by Plaintiff Bancsource in the form of Goods and Services provided by Bancsource to Defendant Cash Cloud.

20. Defendant Cash Cloud appreciated the benefit provided to it by Plaintiff Bancsource.

21. Defendant Cash Cloud accepted and retained the benefit provided by Plaintiff Bancsource under such circumstances that it would be inequitable for Defendant Cash Cloud to retain the benefit without paying the value thereof.

22. Plaintiff Bancsource has been damaged by Defendant Cash Cloud's unjust enrichment in the amount of Seven Hundred Sixty-Six Thousand Four Hundred Thirty-Four Dollars and 99/100 (\$766,434.99).

WHEREFORE, Plaintiff Bancsource prays for judgment on Count II against Defendant Cash Cloud in the sum of Seven Hundred Sixty-Six Thousand Four Hundred Thirty-Four Dollars and 99/100 (\$766,434.99), for pre-judgment and post-judgment interest at the maximum rate allowably under the law, for its attorney's fees and costs incurred herein and for such other and further relief as the Court deems just and proper.

HUSCH BLACKWELL LLP

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**Attorneys for Plaintiff Cennox Reactive
Field Services, LLC f/k/a Tecniflex, LLC
d/b/a Bancsource**

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF Greene)

I, Cheryl Hardin, being employed as Credit and Collections Manager of Cennox Reactive Field Services, LLC f/k/a Tecniflex, LLC d/b/a Bancsource, and being first duly upon my oath and of lawful age, hereby state that I have read the foregoing Verified Complaint for Damages and that the facts stated therein are true and correct according to my best knowledge and belief, and I further state that I provide this verification on behalf of Cennox Reactive Field Services, LLC f/k/a Tecniflex, LLC d/b/a Bancsource, pursuant to authority granted to me by the company.

CENNOX REACTIVE FIELD SERVICES, LLC
F/K/A TECNIFLEX, LLC D/B/A
BANCOURCE

By: Cheryl Hardin

Subscribed and sworn to before me this 21st day of October 2022.

William Iseman Jr
Notary Public

My Commission Expires:

May 25th, 2025

